

TFC Contact No. 18-022-000  
RFP No. 303-5-01379  
Carrier Corporation  
Amendment No. 2

**AMENDMENT NO. 2  
TO THE  
CONTRACT FOR  
CHILLER PREVENTATIVE MAINTENANCE  
AND REPAIR SERVICES  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
CARRIER CORPORATION**

**THIS AMENDMENT NO. 2** is entered into by and between the Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Carrier Corporation (hereinafter referred to as “Contractor”), located at 11100 Metric Boulevard, Suite 400, Austin, Texas 78758, to amend the original Contract between the parties (hereinafter referred to as the “Contract”), as amended.

WHEREAS, on or about August 31, 2018, the parties entered into that one certain *Contract for Chiller Preventative Maintenance and Repair Services Between the Texas Facilities Commission and Carrier Corporation*; and

WHEREAS, on July 9, 2018, the parties entered into Amendment No. 1 for the purpose of making an administrative change regarding delivery releases and to add a statutorily required provision; and

WHEREAS, the parties desire to enter into this Amendment No. 2 to provide for additional funding and services for anticipated chiller repairs;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The parties hereby agree to modify ARTICLE III – CONSIDERATION, Section 3.1, Contract Limit and Fees and Expenses, Subsection (a) to reflect an increase the total amount of the contract of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), which amount shall be added to the Additional Services fee of Two Hundred Thousand and No/100 Dollars (\$200,000.00). Section 3.1, Subsection (a) is therefore deleted in its entirety and replaced with Section 3.1, Subsection (a), as follows:

“3.1. **CONTRACT LIMIT AND FEES AND EXPENSES.** (a) The total amount of this Contract shall not exceed the sum of Three Hundred Ninety-Eight Thousand Seven Hundred Twelve and No/100 Dollars (\$398,712.00), this includes the total contract base fee of Forty-Eight Thousand Seven Hundred Twelve and No/100 (\$48,712.00) and Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) to cover any Additional Services, as defined in Section 3.3 below. Pricing fees will be invoiced in accordance with Exhibit B – Compensation and Fees, attached hereto and incorporated herein for all purposes. Any changes to the not-to-exceed amount of this Contract for pricing fees set forth in Exhibit B – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

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Except as expressly amended above, all provisions of the Contract remain in full force and effect.

In Witness Whereof, the parties hereto have made and executed this Amendment No.2 to this Contract to be effective as of the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**CARRIER CORPORATION**

By: DocuSigned by:  
Mike Novak  
BT09FC0A8020417...

By: DocuSigned by:  
David Keim  
1B79BC06F03B47E...

Mike Novak

David Keim

Executive Director

Market Manager

Date of execution: 06/25/2019 | 8:39 AM CDT

Date of execution: 06/25/2019 | 8:38 AM CDT

GC NRG

Dir WJ